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ABSTRACT

A typology developed from case structure and argumentation theory was used in an analysis of case types that evolved in the discussion of 12 issues during a 10-hour bargaining session between negotiators for teachers and a school board. Case types in the typology were (1) need-plan, which argues for the need to change the status quo; (2) comparative advantage, which argues that a suggested proposal will provide benefits beyond those of the current system; and (3) goals criteria, which offers a policy proposal that explicitly rejects the status quo goals or their priority. In addition, the typology contained dimensions of case fit, including agreement by both sides on the type of case presented and the way to address it, agreement to case type but not fit, and disagreement on both dimensions. Transcriptions of the negotiating sessions were analyzed by plotting the development of arguments and issues. Results indicated that comparative advantage cases emerged more frequently than did the other types of cases, and that problem solving or integrative bargaining evolved from disagreement on case type or case fit that led both sides to search for alternative proposals. Agreement on case type and case fit that remained constant throughout the sessions led to settlements derived from trade-offs. (A "flow chart" and a case analysis of one issue in the negotiating session are appended.) (FL)

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THE EVOLUTION OF CASE ARGUMENTS IN TEACHERS' BARGAINING

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THE EVOLUTION OF CASE ARGUMENTS IN TEACHERS' BARGAINING

This paper employs a typology developed from case structure and argumentation theory to an analysis of case types that evolved in the discussion of twelve issues during a 10-hour teachers' bargaining. The paper argues for an evolutionary model of case and defines case from the subjective perspectives of participants as revealed in the bargaining interaction. Transcripts of the sessions were analyzed by plotting the development of arguments and stock issues. The study reveals that comparative advantage cases emerge more frequently than do need-plan or goal criterion cases. Problem solving or integrative bargaining evolves from disagreement on case type or case fit that leads both sides to search for alternative proposals. Agreement on case type and case fit that remains constant throughout the negotiation leads to settlements derived from trade-offs or exchanges.

THE EVOLUTION OF CASE ARGUMENTS IN TEACHERS' BARGAINING

Both practitioners and researchers have recognized the prevalence of argumentation in natural settings. Argumentation has been examined in the contexts of public messages (Railsback, 1984), children's interactions (Benoit, 1985; O'Keefe & Benoit, 1982), and adult communication (Jackson & Jacobs, 1981; Jacobs & Jackson, 1982). The areas of legal defense, sales training, management, and scientific logic use argument to make persuasive appeals, provide practical criticism, and assert ethical claims (Toulmin, Rieke, & Janik, 1979). Another natural setting conducive to the study of argumentation is collective bargaining. Negotiation is a form of argument and debate (Putnam & Geist, 1985; Reiches & Harral, 1974; Turner, 1985; Walcott, Hopmann, & King, 1977). Argumentation is "the core of what is generally taken as the central process of negotiation, [that is], reciprocal argument and counter-argument, proposal and counterproposal, in an attempt to agree upon actions and outcomes mutually perceived as beneficial" (Sawyer & Guetzkow, 1965, p. 479).

Recognizing this claim, researchers have called for studies on the way bargainers disagree, limit, and structure their arguments (Donohue, Diez, & Stahle, 1983); on the links between power relationships, arguments, and bargaining outcomes (Reiches & Harral, 1974); on the way proposals are advocated and arguments expanded (Donohue, Diez, & Stahle, 1983), and on the role of debate in negotiation (Walcott, Hopmann, & King, 1977), and on the relationship between argumentative dialectic and bargaining outcomes, risk, and power (Reiches & Harral, 1974). Moreover, collective bargaining is a form of organizational communication in that the issues, relationships, and context of negotiation arises from the organizational environment. More specifically,

"...bargaining is a form of decision making, information processing, and issue discussion over matters that not only legalize policy but also grow out of and affect the daily routines of organizational members" (Putnam & Geist, 1985, p. 228).

Two studies focus directly on argument in negotiations. Reiches and Harral (1974), while acknowledging the importance of observing arguments, center their study on predicting the resistance points of opponents in mock negotiations. Hence, their study focuses on inputs and outcomes, rather than on arguments in the bargaining process. Putnam and Geist (1985) observe the claims and reasoning processes of different subissues in a teachers' negotiation. Moreover, they track the development of arguments through sequential bargaining sessions and caucus meetings by comparing the subissues that were dropped, modified, or retained in the final agreement. Although their work is admirable in its attempts to track arguments over time, their analysis of claims and reasoning processes lacks an integrated framework for understanding why and how issues evolve. They make inferences about the types of claims that work for specific subissues but their analysis is limited to idiosyncratic proposals.

What is needed is a broader framework that can explain the way argument patterns shift through bargaining interaction. Formal academic debate[1] offers such a framework. More specifically, the role of case development provides a means for understanding how issues evolve and why certain arguments emerge as salient at given points in time. This paper employs a typology developed from tracking the clash on issues to describe the way cases evolve in a teachers' bargaining. It posits that "case type" is a dynamic element dependent upon the modification and negotiation of the participants' subjective perspectives as revealed through their interactions. Classification

of an issue into a particular case category hinges on three factors: 1) the subjective perceptions of both parties as revealed through bargaining messages, 2) the evolution of case argument over time, and 3) the researcher's analysis of case arguments. This framework for studying arguments in negotiation is further expanded in a discussion of the distinctions between negotiation and academic debate, of the definitions and differences between case types, and of a rationale for an evolutionary model.

NEGOTIATION AND ACADEMIC DEBATE

Negotiation and academic debate are similar in form but are not identical processes. As Walcott, Hopmann, and King (1977) note: "Most negotiations are...exercises in persuasive debate...[but]...few negotiations are exclusively debates. Rather, processes of persuasion coexist with processes of bargaining" (p. 193). That is, the processes of setting minimum-maximum limits, making offers and counteroffers, posturing on positions, and reciprocating on concessions are built into the procedures of negotiation. Even though argumentation accompanies each of these activities, these procedures represent specific bargaining maneuvers, ones that differ from academic debate.

But argumentation and negotiation share several important features, ones that suggest the applicability of debate to negotiation. Specifically, argumentation, in the sense of argument $_2$ (D. O'Keefe, 1977, 1982), plays a central role in the decision making procedures of both activities[2]. Both activities consist of two conflicting and competing sides; both center on the merit of policy positions; participants in both employ argument$_1$ to build their cases and defend their positions, and these arguments often clash around stock issues (Putnam & Geist, 1985; Turner, 1985; Putnam, Turner, Wilson, & Waltman, 1985). Both activities also employ formal procedures and protocal to

regulate argument; both center on the logic of issue development; and finally, both search for regions of validity or criteria on which to base the merits of proposals (Smith, 1969). Thus, although differences exist between negotiation and formal debate, their similarities support the notion that debate concepts could guide the analysis of bargaining interaction.

THE CONCEPT OF CASE

The term "case" used in argumentation and debate provides a framework to study bargaining issues. The term originated in the legal realm and while it has a variety of meanings (Black's Law Dictionary, 1979, p. 195; Words & Phrases, 1966, pp. 357-382),[3] it refers primarily to a position "put to the court by one of the parties in the suit; hence, the [case is the] sum of the grounds on which he rests his claim" (Oxford English Dictionary, 1933, p. 145). In academic debate the term has been conceptualized as a coherent outline or pattern of arguments that one side uses to support their proposal (Freeley, 1967, p. 167; Ziegelmueller & Dause, 1975, p. 162); as a strategic operational plan that one side uses to coordinate reasoning and evidence for maximum effectiveness (Branden & Earnest, 1955, p. 433; Freeley, 1976, p. 167); and as "the complete statement which an advocate or a team presents to the listeners or readers" (McBurney, O'Neil, & Mills, 1951, p. 160). Thus, while these authors acknowledge that a case includes the outline of arguments, "It is not merely the case outline; it is the completely composed discourse" (p. 160). Even though the term "case" refers to a plan, an outline, or a position, the fact that reasons and composed discourse are presented to an audience suggests that cases have a subjective component. That is, the sender, receiver, and observer make judgments on the type of case presented. Subjective, then, implies that the two parties in a controversy can hold different perceptions on the type of case being presented. These perceptions,

in turn, are revealed through the way individuals develop and support their case arguments.

DEFINITIONS AND DISTINCTIONS BETWEEN CASE TYPES

Until the 1960's debate texts were dominated by one type of case, the traditional need-plan or stock issues format. By the early 1960s, however, a second case type, the comparative advantage format, was introduced and by the late 1960s a third case type, goals criteria emerged in the literature (Lichtman & Roher, 1970; Nobles, 1978; Patterson & Zarefsky, 1983). The need-plan case usually begins by documenting that a problem (harm) exists in the status quo, one that necessitates structural change. Emphasis is placed on the significance and inherent nature of the harm. This focus on inherency draws attention to past failures of the current system. The proposal is usually defended as a remedy for the harm in the status quo. Comparative advantage cases usually argue that the proposal will do a better or a more efficient job of addressing problems in the status quo than does the present system. Attention is focused on the relative benefits that the proposal will create in the future; hence, less time is spent discussing inherent barriers that have prevented the current system from addressing the problem. The proposal is usually defended as a better means of addressing a problem rather than as a remedy for the problem. Goals criteria cases usually begin by discussing what goals or values any policy should maximize. The goals of the present system that are implicitly accepted in the other two case types are explicitly rejected in favor of new goals or new priorities. The proposal is usually defended as one that better fulfills the criteria necessary to maximize the new goals or values.[4]

The emergence of different case types has precipated lengthy discussions about their impact on the dynamics of argumentative discourse: would they

change the burdens of proof placed on the affirmative team, or would they change the process of analysis throughout the debate? (Brock, 1967; Chesebro, 1968; Thomas, 1975; and several articles in Kruger, 1968). Thus, debate scholars have begun to scrutinize the similarities and differences between the case types.

Need-Plan Versus Comparative Advantage Cases. Current debate literature suggests that the harm aspect of the case provides a critical distinction between need-plan and comparative advantage cases. Specifically, the need-plan format argues for a "need" to change the status quo, while the comparative advantage case argues that the suggested proposal will provide "benefits" that extend beyond the current system. Thus, a need exists if the present state of affairs is unsatisfactory or unacceptable and if both sides agree that reaching a satisfactory or acceptable state of affairs is important.

Alternatively, a benefit accrues from further improvement of an already acceptable state of affairs or from making a highly unacceptable situation less unacceptable.[5] A simple but clear example of the distinction between need and benefit involves an automobile: "if the motor refuses to run, it needs to have something done to it, but if it runs with a lack of efficiency, it would be better to do something about it" (Terry, 1970, p. 2). This distinction between need-plan and comparative advantage cases makes the dividing line between need and benefit a subjective matter; that is, it is dependent on the perspective of the particular observer (Lichtman & Roher, 1970).[6] What is perceived as a need by one party might be viewed as a benefit by another. Lichtman & Roher believe that this thwarts the utility of need versus benefit as a distinction between case types, but their conclusion is made within the context of academic debate where the utility of subjective distinctions may differ from its applicability in such settings as bargaining.

Goals Criteria Versus Need-Plan and Comparative Advantage Cases. The goals criteria case differs from the other two types of cases in that it offers a policy proposal that explicitly rejects the status quo goals or their priority. The goals criteria case aims at redefining the goals of the current system, while the need-plan and comparative advantage cases incorporate or implicitly accept the status quo goals. As an example of this goal redefinition, the teachers might argue to reevaluate the priority placed on minimizing educational costs and maximizing individuality in instruction as support for their proposal to reduce class size. Lichtman and Roher (1970) suggest that this redefinition of values could occur by 1) creating a chain of values that are not present in the status quo or 2) emphasizing a particular value chain as being more important than it is in the status quo. Both alternatives seek goal redefinition and both reveal that the presence or absence of goal redefinition is a subjective judgement. This redefinition versus acceptance distinction between case types is consistent with Patterson and Zarefsky's (1983) description of the goals criteria case as one that "invites the negative to contest [the value judgment]" (p. 163). This value dispute would not occur in need-plan or comparative advantage cases, since both sides accept the goals or values of the status quo.

Although we provide "objective" criteria for distinguishing between types of cases, we posit that the dividing line between case type is a subjective judgment, one that is enacted in attack and defense of a case. Thus, the two sides in a negotiation may differ in their perceptions of case type and in their view of whether a particular case type "fits" or accurately portrays the current system. On the one hand, if the teachers argue for a need to change the contract while the administrators sees the teachers arguing for the benefits of changing the contract, an inconguity over case type transpires.

On the other hand, the teachers and the administrators may concur that the teachers are advocating a need-plan in support of a proposal, but they may disagree on whether their case arguments accurately represent the conditions of the current system. In this instance, the two sides disgree over perceptions of case fit. These two dimensions of case type and case fit provide a basis for classifying the development of bargaining cases.

RATIONALE FOR AN EVOLUTIONARY MODEL OF CASE

This paper argues that categorizing case type in negotiation occurs through tracing the evolution of both side's initial and final proposals, their clash on issues, and the arguments each presents in the defense of or the attack on a case. Thus, it operates from the premise that case development is processual in nature; that is, each side's case emerges as the interaction progresses. Argumentative discourse and adaptation to the opponent may expand and even transform an initial case. Ziegelmueller & Dause (1975) provide examples of the processual nature of case development. A legal prosecutor's case is initially summarized in the opening statement but is developed throughout the trial; a legislator's case for a bill may be developed throughout several speeches and meetings; a debator's case is initially presented in the first affirmative but is developed in later speeches. The authors conclude, "In most advocacy situations, all the details of a case are not presented at one time" (p. 162).

Even though case development in debate is processual in nature, the classification of case type is viewed as constant and as objective. The structure of the first affirmative determines both the classification and the defense of a case. A need-plan case in the first affirmative speech typically emerges as a need-plan case in the rebuttal. In contrast, case type and perceptions of cases may change through the dynamics of the negotiation

process. Three other differences between debate and bargaining support the adoption of an evolutionary model of case type.

Static Versus Dynamic Proposals. In debate the initial case structure of of the affirmative typically remains constant. Debators might give in on minor concessions, but only if it strengthens their initial case. Moveover, academic debate emanates from a specific resolution that narrows topics and rules out the appropriateness of packaging multiple issues into a proposal. In contrast, proposals in bargaining are often substantially modified from their initial position. This occurs through the exchange of offers and counteroffers as trade-offs and through packaging of multiple issues into new proposals. Moreover, if a proposal undergoes substantial transformation, the arguments supporting that proposal change, resulting in a change in case type.

Poorly versus Well-Developed Cases. In academic debate cases are generally well-developed in the first affirmative presentation. The requirement that the affirmative must present a "prima facia" case usually means the first affirmative will address the stock issues of harm, inherency, and solvency. Inspection of arguments in bargaining reveals that initial cases are often poorly developed (Putnam et. al., 1985). A proposal on the table may address in its initial offer only one stock issue. Moreover, the development of an issue may be very limited, depending on the importance of an item. For many issues, however, case development occurs through refuting an opponent's attack on a proposal. Furthermore, well-developed initial cases in debate offer a perceptual set for case type classification. Once this set is utilized it may be difficult to disregard. Leeper's (1935) classic study of the ambiguous picture that can be viewed as an old "hag" or an attractive young woman demonstrates how a perceptual set makes reclassification of an entity more difficult. Poorly-developed initial cases may reduce the occurrence of these perceptual sets.

Mutual Agreement versus Third-Party Settlement. Dispute in academic debate is resolved by an independent third party who must choose a winner. Judges often rely on sets of pre-established decision rules to adjudicate the dispute. But in negotiations, the dispute aims at finding a mutually agreeable solution before having to seek third-party intervention. Winning and losing a particular issue may become secondary to reaching a mutually satisfactory settlement (Putnam & Jones, 1982). Since the process of reaching a negotiated agreement may necessitate case changes, an evolutionary model holds promise for explaining how settlements emerge. For instance, teachers and administrators who disagree over whether a need-plan case fits the status quo might resolve this disagreement by 1) altering one or the other team's perceptions of the case fit or by 2) changing case type to fit the other side's view of the current state of affairs. If argument from need-plan leads to an impasse on needs, the teachers might alter their proposal and cast it as a comparative advantage case. Likewise, disagreements on case type might lead to ways of rethinking a team's view of the status quo.

In effect, this paper argues that classification of a case as either need-plan, comparative advantage, or goals criteria is a subjective judgment that depends on the particular stance of the researcher and the arguments presented by the participants at a given point in time. Thus, perceptions of case type and case fit are evolutionary in nature, suggesting that argument shapes case development and negotiated outcomes. This perspective undergirds the following research questions:

1. What are the patterns of case development for different issues in a teachers' bargaining?
2. How are these patterns similar and differentover time?
3. How does agreement and disagreement on case type and case fit shape the emergence of bargaining issues and outcomes?

TYPOLOGY OF CASE TYPE EVOLUTION

Inferences about perceptions of case type and case fit can be deduced from the arguments each side presents and from the clash on issues that emerges over time. The intersection between two dimensions marks off the options for case classification. Two alternatives exist along the first dimension, case type. The two sides may agree that the teachers' initial proposal exemplifies a particular type of case or the two sides may disagree or lack stable perceptions of the type of case being presented. The second dimension, case fit, also entails two options: the two sides may agree that the type of case presented fits the current state of affairs or the two parties may disagree or be indifferent as to whether the teachers' proposal represents the conditions of the current system. When these two dimensions are integrated with changes in case development, the following typology emerges:

1. Agreement on case type and case fit. Both sides agree on the type of case the teachers' proposal initially presents and both sides agree that the teachers' case accurately represents the current state of affairs. Two outcomes could evolve:

   a. Case type changes: Through interaction on the issue both sides change their initial perceptions and both agree that another type of case would best address problems with the current system. For example, both sides might initially perceive a case as goals criteria, but after a full exposure of the facts of the case, both might agree that pursuing a need-plan line of argument would be more fruitful.

   b. Case type remains constant: Both sides simultaneously agree on the case type and the case fit and their perceptions of both remain constant throughout the interaction on this particular issue. For

example, both sides might see an issue as a need-plan case that corresponds to their perceptions of the status quo and both might sustain this line of argument when discussing this particular issue.

2. Agreement on case type but disagreement on case fit. Both sides initially agree on the type of case the teachers are presenting, but the board disagrees that the case type captures the present state of affairs. Two outcomes are possible:

a. Case type changes. Disagreement over the case fit leads the board to convince the teachers to change their case type. A new case type emerges from the argument and from new proposals. Also, arguments over case fit could lead both sides to conclude that neither's initial assessment of the case type was correct; hence they both move to a new type of case. For example, the board might agree that the teachers are presenting a need-plan case but disagreement over the need leads the teachers to switch to a comparative advantage case or disagreement over the harms could lead both sides to alter their perceptions and endorse a goals-criterion case.

b. Case type remains constant. Argument on the fit between the teachers' case and the status quo convinces the board to accept or at least to go along with the teachers perception of the present state of affairs; consequently, the teachers' initial case type remains the same. Alternatively, argument on the fit of a case could also lead the teachers to drop their proposal, with the board convincing them that the case is unacceptable or does not fit the conditions of the current system.

3. Disagreement on case type and on case fit. Both sides disagree on the type of case and on the fit between case type and status quo. For example, the teachers present a need-plan case, but the board perceives it as a goals criteria case based on their assessment of the arguments and the status quo. This category also includes instances in which one party has a stable perception of the case type but the other side seems unsure as to which type of case is being presented. Thus, subdivided under disagreement are the options of 1) incongruity in case perception when, for instance, the teachers perceive their case as need-plan and the board sees it as comparative advantage or 2) ambiguity in case perception when, either one or both sides lack a conception of the type of case that the teachers are presenting. For example, the board might see the teachers as presenting a goals-criterion case, but the teachers' initial arguments reveal a vague, ill-defined case structure.

a. Incongruity or ambiguity becomes resolved. In this instance, the two parties reach a general understanding on the type of case the teachers are presenting. Once agreement is reached, categories 1 or 2 may emerge.

b. Incongruity or ambiguity remains constant. In this instance, the disagreement on case type and case fit is sustained throughout the negotiation. This incongruence typically leads to dropping the issue from further deliberations or to an impasse on this issue.

Agreement on case type and case fit varies as the negotiation progresses; thus at any point in the bargaining, arguments can shift case classification from one of these categories to the other. Hence, bargainers may begin by agreeing on case type and case fit, but their arguments and defense of their case shifts deliberations to disagreement on case type and/or to disagreement on case fit. This shift in classification from one category to another is

likely to occur when the teachers or the board introduce a new proposal or reshape a counterproposal. In this study we recoded a case development category when the interaction of either one or both parties reflected changes in the perception of the case type or the case fit. These changes in perception were deduced from the arguments and the defense of proposals on the table.

PROCEDURES AND METHODOLOGY

PARTICIPANTS

This research employs a case study, ethnographic method to analyze case development and argumentation in the bargaining process of a small midwestern school district. The school district is comprised of 155 teachers, 6 schools, and 3,300 students and has engaged in collective bargaining for seven years, since the passage of the public employees bargaining law. Under the law the school board is obligated to bargain over salary, hours, fringe benefits, grievances, and arbitration of unresolved grievances. If a settlement is not reached, school districts can turn to factfinding or mediation, but strikes are against the law.

The teachers' team consisted of 11 members who represented the high school, the middle school, and the elementary schools and their professional negotiator--the Uniserv director from the state teachers' association. The board's team consisted of five elected school board members, the superintendent, two principals, and their hired professional negotiator. The board has employed this professional negotiator throughout the district's bargaining history. The two sides engaged in full contract negotiations over a 25-page contract and settled in 10 hours. The negotiation consisted of two pre-bargaining meetings for each side, two eight-minute sessions at the table, four two-hour caucus meetings interspersed with three 30-minute "private"

meetings between the two professional negotiators. This practice of allowing the two bargainers to meet in "private side-bar" sessions began two years ago and appeared to expediate the process of reaching a settlement.

A questionnaire completed by 73% of the teachers revealed that 76% of them were satisfied with the settlement, with only 2% indicating general dissatisfaction. Compared with previous contracts, 40% of the respondents were more satisfied with this contract than with previous ones. Interviews with the teachers suggested that their satisfaction would have been higher if the contract had contained more policy or "language" items on teacher evaluation, grievance, and academic freedom.

DATA COLLECTION

A team of three researchers observed and took field notes of pre-bargaining sessions, actual negiations, caucus meetings, side-bar sessions, and the ratification meeting. One researcher observed the school board caucuses, one the teachers' caucus, and one the private side-bar sessions between the bargainers. The researchers were trained in taking short-hand field notes, recording near-verbatim dialogue of interactions, and the general atmosphere of the bargaining events. Field notes were transcribed and expanded into full typed notes shortly after the observations. Ninety pages of field notes were transcribed in sequential order with appropriate labels for speaker, bargaining session, sequential number of caucus and side-bar meeting. In addition to the field notes, one-hour tape-recorded interviews with the members of both teams and the professional negotiators were transcribed to aid with interpretation of the field notes. The researchers also collected written proposals exchanged between the sides, past contracts, memos of agreement, and the signed final contract as a basis for tracking bargaining issues.

DATA ANALYSIS

In the first stage of the analysis we listed the contract issues and blocked off the sections of the talk that dealt with each issue. An issue was defined as an item in the proposed bargaining contract, usually delineated by article and section of the contract. Some issues further divided into subissues. Subissues specify how an article or section of the contract will be constructed. They may originate from interaction during the negotiations or from the formal bargaining proposal, but as the negotiation progresses these subissues become issues in their own right. After labeling each contribution in the bargaining interaction with an issue type, the researchers typed up new transcripts listing sequential comments for each particular issue.

In the second stage of the analysis, the researchers plotted on a "flow chart" the sequencing and clashing of arguments on each issue from one bargaining session to the next (see Appendix A). Thus, each contribution made during the bargaining was plotted onto the flow chart for a particular issue and tracked over time. Moreover, researchers organized contributions on the flow charts into proposal development, harm, inherency, solvency, and disadvantages. In the third stage of analysis, researchers prepared a case summary for each issue that listed the teachers' initial proposal, the final negotiated settlement, the points of contention, the classification of the case in its final form, and the evolution of the case structure (See Appendix B). In the final stage of analysis, the researchers used the information contained in the case summaries to classify development of each issue based upon the typology delineated earlier in this paper. Each of the four coders classifed the each issue, noted the points at which a case evolved, and reached a consensus on the pattern of case development that typified an issue. Hence, the researchers could make comparisons and contrasts between issues

that evolved through changes in perceptions of case type or case fit and the issues that retained their initial case structure (type and fit) throughout the negotiation.

RESULTS

The teachers' initial proposal for modifying the current 25-page contract contained 14 discrete issues: salary; insurance--including dental, term life, long-term disability, and major medical; dues deduction; severance pay and sick leave days; retirement; two-year contract; personal leave days; reduction in force (RIF); grievance procedure; just-cause standards; teacher evaluation; and academic freedom; mileage; and extra-curricular pay (ECA). We discovered in the first and second stages of our analyses that four of these issues--just-cause standards, teacher evaluation, academic freedom, and mileage--were rarely discussed in caucus or bargaining sessions; hence, the initial proposals for these issues never developed into fully-defined cases. These four issues, then, were dropped from further data analysis. However, insurance and ECA divided into subparts that became separate issues during the bargaining interaction. The subparts of insurance and ECA were single versus family insurance and administrative stipends for coordinators and department chairs. Hence, this paper summarized the classification and case development of 12 bargaining issues and presentd an in-depth illustration of four prototypic models of case development patterns.

CLASSIFICATION OF BARGAINING ISSUES

Agreement on case type and case fit--Case type remained constant. Of the 12 issues included in this study, five of them were classifed as agreement on case type and case fit; perceptions of this classification remained constant throughout the bargaining (category 1b). That is, the emphasis on stock issues, the clash on issues, and the nature of the argument between the sides

maintained the same line of attack throughout the bargaining and indicated that both sides perceived the case type and fit in the same way. Of the five issues, three of them were argued as comparative advantage cases, one as a goals criteria case, and one as a need-plan case. Of the five issues, the teachers made substantial gains on four of them in their final settlement. Specifically, the teachers came within their target points on percent of salary increase, additional support for single versus family premiums, increase in increments for severance pay and days of accumulated sick leave, and equalization of the stipends for department heads and discipline coordinators. On the fifth issue, two-year contract, both sides agreed to drop the issue in lieu of a one-year settlement. The teachers proposed a two-year contract and were surprised when the board seemed amenable to the idea. The teachers, then, began to have reservations about the items that would be closed to future negotiation under a two-year contract; they requested a higher percentage for money in the second-year; and the board saw this request as not feasible.

Another similarity between the five issues was that the points of contention between the two sides centered on the plan rather than on the harms, inherencies, or other stock issues. Thus, from the outset of the bargaining the board accepted the teachers' arguments for the harms, benefits, or goals in these cases. For single versus family insurance and for equalizing stipends of coordinators and department heads, the board explicitly agreed with the teachers in changing the funding priorities for insurance premiums and they admitted it was unfair (harmful) to pay coordinators and department heads unequally when the two positions were similar in duties. On the issues of salary and serverance pay, the teachers never presented strong arguments for why their proposal was better than the status quo.

Rather board members in their caucus meetings provided these arguments as they debated among themselves the relative merits of a given proposal. This practice reflected an implicit acceptance, at least by some board members, of the benefits of the teachers' proposal.

The case development for salary provided a prototypic model of this pattern. The teachers initially requested a 15% raise, but set their target point at getting a 6% salary increase. They argued that the status quo was not paying them equitably and that a 6% raise would keep them from falling further behind other school districts. Board members added in their caucus sessions that a 6% raise was consistent with the state's average, would bring about the contract agreement without prolonged delay, would promote good will between the board and the teachers, and would save time and energy. This issue, then, emerged as a comparative advantage case because both sides perceived the final proposal as a way of making an unsatisfactory situation less so. That is, both sides concurred that teachers' salaries, in general, were too low, and both sides saw the 6% raise as a means of preventing the problem from becoming worse rather than as a way to resolve the inequity of low salaries. The majority of the clash on issues centered on disadvantages, namely, cost of the salary increase, and workability issues, that is, affordability of the package. Even though arguments for case type remained constant, the two sides differed on the percent of increase, with the teachers preferring a 6% raise and the board arguing for 5%, then 5 1/2%, and finally agreeing to 6%, with teachers conceding on other items such as grievance, academic freedom, teacher evaluation, and insurance. Thus, the salary settlement evolved from the gradual exchange and packaging of offers and counteroffers.

Agreement on case type and case fit--Case type changed. Two issues, insurance and RIF, began with implicit agreement between the sides on to the

case type and case fit. Both proposals were initially argued as goals criteria cases and both shifted to need-plan cases when the teachers made counterproposals that fit the goals of the current system. For RIF, the teachers initially requested use of a straight seniority system for determining reduction in staff rather than the current "point system" developed from such criteria as teacher evaluation, seniority, teaching area, and coaching responsibilities. Both sides recognized that switching to a seniority system would change priorities between the goals of being equitable in dismissal of teachers and of retaining the best teachers. For insurance, the teachers asked the board to pay all but one dollar of their premiums, but since both sides realized that this this proposal would shift the priority between the goals of the teachers receiving insurance at a reasonable cost and the board being able to afford insurance supplements, the teachers offered a new proposal for solving the problem of high insurance rates, that is, rebid the insurance carrier and package. The new proposal was consistent with the goals of holding down the rates of premiums without substantially increasing the board's cost for the package. Through trade-offs on money, the board increased their contribution to major medical, term life, and long-term disability by $300 for single teachers and $160 for married faculty, but these changes represented only token movements rather than changes in the goals of the current system.

After both proposals shifted to need-plan cases, the two sides agreed on the case type but disagreed on the case fit. In both instances, lengthy deliberations over case fit led the board to go along with the teachers' belief in the harms or the need-plan fit, even though the board never fully accepted the teachers' arguments. For RIF, the change from a goals criteria to a need-plan case emerged from discussion of the harms of the current

system. The teachers saw the RIF point system as a form of male-female discrimination and as a potential violation of Titles 7 and 9 of the Equal Employment Opportunity Act. They reasoned that retaining faculty based on coaching abilities biased the point system toward males, who comprised the majority of the coaching staff; hence, they changed their proposal to "eliminating coaching assignment" from the RIF criteria. The board disagreed that the point system discriminated against females and did not see the coaching criteria as a violation of either Title 7 or Title 9; however, they tempered their disagreement when the teachers countered with a "save harmless clause" to protect the teachers from liability if a law suit were filed. Hence, the board accepted the proposal to strike coaching assignment from the RIF criteria, but they never accepted the teachers' view of the harms in the current system.

For insurance, both sides concurred that the recent increase in insurance rates was a financial drain for the teachers and that the rates would continue to increase in the future. However, the teachers saw the carrier as responsible for the sizeable rate hike and proposed rebidding the carrier to determine if another company would be cheaper. The board saw rate increases as stemming from too comprehensive a package and from a few teachers who had excessively high medical bills. Moreover, rebidding would not solve the harm because other insurance companies had increased their rates and rebidding is a complex process that entails more factors than simply premium rates. Thus, the two sides clashed on issues of causality and plan-meet-need. But the board accepted the fact that the teachers' viewed the carrier as the cause of the problem and since the board was able to retain the goals of the current system without incurring additional financial cost, the board accepted the teachers' plan to rebid the carrier.

Disagreement on case type and case fit--Incongruity or ambiguity were

resolved. Three issues illustrated initial disagreement on case type. These were resolved through moving the case into the categories of agreement on both case type and case fit or agreement on case type and disagreement on case fit. For retirement, the teachers presented a need-plan case and the board treated it as a goals criteria case. The teachers argued that public knowledge of an impending retirement was embarrassing and awkward for the teachers; the board accepted this harm but pointed out that guaranteeing confidentiality would change the goal of providing a formal written notice of impending retirement to facilitate staffing needs. Both sides through their deliberations jointly moved from disagreement on case type to agreement on a comparative advantage view of the issue. The board proposed to improve on the current system by limiting publicity about retirements whenever possible and the teachers agreed to retain the goal of providing a written notice one-year in advance of retirement.

In an issue similar to RIF, the teachers argued for a need-plan case, claiming that male-female coaches were paid unequally, this discrimination was a violation of Title 9 of the EEOC; hence, salaries for the same sports should be equalized. The board disagreed with both the case type and case fit. They perceived equalizing salaries as shifting the priority between paying coaches for the demands of a particular assignment and paying coaches based on the type of sport. Thus, they viewed unequal pay between coaching men and women's basketball as reflecting differences in number of practice hours, games, and student participation rather than as sex discrimination.

The case type shifted when the teachers changed their proposal from complete parody on salaries to an "intent to equalize". Both sides then shifted to a comparative advantage case that led to agreement on case type and case fit. The board never accepted the harm of sex discrimination but they

agreed to improve the discrepancy between men and women's coaching salaries as a means of attracting women teachers to coaching assignments. The teachers felt that intent to equalize protected them from a possible Title 9 suit and narrowed the gap between salary discrepancies. A comparison of the case development of these two issues revealed that retirement moved from disagreement on case type to agreement on both type and fit from creating a new joint proposal whereas coaching salaries moved from disagreement on case type to a comparative advantage case with disagreement on fit and then to agreement on fit with the addition of benefits that the board could accept. For each issue disagreement over the teachers' need-plan proposal and the boards' goals criteria case culminated with the emergence of a comparative advantage case.

Dues deduction, the third issue in this category, began with the teachers arguing for a comparative advantage case and the board treating it as a goals criteria case. The teachers proposed a system of automatic deduction of union dues with the stipulation that teachers must submit a formal written request during a specified time period (window period) to have their name removed from the computerized list of union members. The board perceived this proposal as shifting priorities in two competing goals, union control over its members and a teacher's freedom of membership choice. Disagreement on the automatic deduction of dues was resolved through the teachers convincing the board that a computer list of names tied back to the original authorization cards was consistent with the goals of preserving individual choice. Both sides then saw the case as comparative advantage, but they still disagreed as to whether the window period element of the proposal fit the goals of the current system; hence resolution on the case type and case fit occurred when the teachers removed the window period from the proposal and allowed resignation from the union at any time during the year. This issue differs

from retirement and coaching salaries in that the disagreement on case type was resolved through concessions on perceptions of fit between proposal and the goals of the status quo. Both the teachers and the board conceded points. The board concurred that automatic dues deduction was consistent with the goals of the current system while the teachers conceded that the window period could restrict expression of individual freedom of choice.

Disagreement on case fit--Incongruity remained constant. Two issues fell into this final category, personal leave and grievance. Both proposals were offered as comparative advantage cases and the board refuted the benefits of each as being nonsignificant and unacceptable. For personal leave, the teachers proposed four personal leave days, claiming that it provided flexibility and improved on the way school principals administered personal leaves. The board attacked the significance and relevancy of these benefits and the teachers dropped their proposal, with the case remaining comparative advantage and with the sides disagreeing over case fit. For grievance, the teachers proposed a system of binding arbitration, arguing the benefits of keeping their school system on an equal footing with other districts; of building upon the good relationship between the teachers and the school board, and of enhancing fairness in the resolution of disputes. The board attacked the disadvantages of the proposal, namely, the cost of arbitrated grievances, an increase in the number of grievances, and the loss of control over the process. These disagreements, offered primarily during the board's caucus sessions, culminated with innuendos of the board's unwillingness to settle the contract if binding arbitration was a serious item. Consequently, the teachers dropped grievance in lieu of other gains and the case remained comparative advantage with agreement on case type but disagreement on case fit.

DISCUSSION

This study examines bargaining interaction within the framework of argumentation and debate. In particular, it applies a case development approach to determine the emergence and transformation of twelve bargaining issues in a teachers' contract. It operates from the assumptions that case development changes over time and that the classification of case at a given point in time emerges from the subjective perspectives of participants as enacted through their talk. Moreover, it views contract negotiations as focusing on multiple issues and subissues, each of which becomes a case through arguments to accept or reject the proposal. Issues can function as independent cases or can be combined with other issues to form package proposals.

Patterns of case development differed across issues in terms of the type of case that evolved and the way that evolution occurred. The final case structure for the twelve issues in this bargaining consisted of eight comparative advantage cases, three need-plan cases, and one goals criteria case. Disagreement between need-plan and goal criteria cases developed into comparative advantage cases while initial agreement on goals criteria, formats followed by case attacks aimed at the solvency of proposals, resulted in need-plan cases. Although the sample of issues was minimal, several patterns emerged from similarities and differences in case development across issues. Goals criteria cases were more likely than the other two types to change during the negotiations. The teachers presented three goals criteria cases, but only argued convincingly for one of them while the board perceived five of the teachers' proposals as goal criteria cases. A mix-match in perceptions of goals criteria cases led to transformation in case type. It also appeared in the bargaining setting that comparative advantage cases were viable

alternatives to disagreement over case type and case fit. Thus, we might conclude that in this particular bargaining it was easier to reach agreement through comparative advantage cases than through need-plan or goals criteria formats[7].

In response to our third research question, agreement and disagreement on case type and case fit appeared to shape the emergence of bargaining issues in two ways: 1) determining which issues led to problem solving as opposed to trade-off settlements and 2) signaling which issues were dropped and which ones became salient. First, disagreement on either case type or case fit facilitated a settlement through problem solving rather than bargaining exchanges. When both sides saw an issue differently, they developed their cases in a more complete way and they searched for alternative proposals. This pattern was particularly evident when the teachers' need-plan or comparative advantage case was viewed by the board as altering the goals of the current system. By seeing the case from different perspectives, both sides, either jointly or independently, searched for new ways to reframe a case or to solve a problem, without altering the aims of the present system. This problem solving, as demonstrated through discussion of insurance, RIF, and ECA, led to a transformation or totally new proposal rather than to a simple modification of the initial position.

In contrast, the five issues classified as agreement on both case type and case fit, with case type remaining constant, were settled through trade-offs rather than through problem solving. That is, the final agreement was reached from bargaining exchanges aimed at specific aspects of a proposal. In particular, the settlements for single versus family insurance, severance pay, and department head-discipline coordinator stipends resulted from a series of offers and counteroffers on the monetary increase that was deemed acceptable to both sides.

Second, agreement and disagreement on case type and fit indicated which issues were dropped and which ones were accentuated during the bargaining process. Issues that were dropped were rarely discussed and they appeared to lead to disagreement on case type or case fit that remained constant throughout the bargaining. Thus, a failure to shift case type or fit signaled an impasse, one that could lead to dropping an issue, if both sides saw it as less significant than other items on the table. But disagreement on case type and fit could lead to a stalemate if the issue under consideration was deemed salient. We would argue, however, that for salient issues, one or both sides would shift perceptions of case type or fit to aim for common ground, if the two sides were genuinely bargaining in good faith. Moreover, the salience of an issue emerged not only from case transformation but also from a high degree of development in the stock issues of a case. For example, through arguments on the harms, inherency, and solvency, insurance transformed from its original focus on rate hikes to a proposal for an equitable carrier . It emerged as one of the most critical issues to the teachers, so critical that the board agreed to accept the case type and fit, without concurring on the causes of the problem or the plan-meet-need. Hence, another factor that might affect whether an issue will be transformed is perspective taking in the development of a case.

This study, although limited by its focus on one school district and on a select number of issues, has implications for future research in bargaining, organizational communication, and academic debate. In bargaining, this study suggests that case development differentiates integrative or problem solving issues from distributive or fixed-sum agenda items (Walton & McKersie, 1965). Researchers have long recognized that integrative and distributive issues are processional in nature, but no method has existed to identify how an issue

develops from distributive arguments at the beginning of a negotiation to problem creation in the middle of the interaction. Case development analysis provides such a method. Moreover, this method could be used to determine the effectiveness of a bargaining team's negotiation skills; for example, which side presents the most complete case, which one adapts to the opponents' attacks, and which one follows through with certain case arguments. Researchers could also compare impasse and settlement groups to determine which patterns of case development result in potential walkouts and strikes. A comparison between case arguments in caucus sessions and those presented at the table might help researchers track the impact of intergroup relations on case development.

In organizational communication, this study has implications for informal negotiations, organizational decision making, and other policy deliberations. Since the policy issues in collective bargaining arise from other organizational contexts, this method could be applied to teachers' meetings, committee deliberations, and administrative staff sessions to determine how issues evolve from case arguments. Although this study centers on bargaining as a context for naturalistic argument, it has implications for academic debate. In particular, it raises questions about nature of case development in debate. If we adopt Ziegelmueller & Dause's (1975) belief that cases are processual in nature, how is case development enacted in formal debate? Is it plausible for disagreements on case type or fit to alter the structure of a case? Moreover, this study provides a typology and a methodology for examining argumentation in a variety of policy settings, including presidential debates, international disputes, educational and scientific deliberations, and congressional hearings.

NOTES

[1]Our use of the term "academic debate" parallels that of "N.D.T." or policy-oriented debate.

[2]O'Keefe originally drew the distinction between argument$_1$ and argument$_2$. Argument$_1$ refers to a type of utterance or a communicative act, as contained in the statement, "He made an argument" (O'Keefe, 1977, p. 121). Argument$_2$ refers to a type of interaction, as characterized by the statement, "They had an argument." He clarifies these distinctions by describing paradigmatic cases of each type. Argument$_1$ refers to overtly expressed reasons and linguistically explicit claims while Argument$_2$ focuses on interactions characterized by extended disagreement between the participants (O'Keefe, 1982).

[3]The different legal uses of the term "case" fall into three general areas: a legal suit; any legal event; and the specific party who sets forth a suit, including the facts and evidence presented by this party (Words & Phrases, 1966, p. 376).

[4]These descriptions are derived from the following sources: Freeley (1976), Nobles (1978), Patterson and Zarefsky (1983), and several of the articles in Terry (1970). Although many of the distinctions presented here depict the way case types are argued in academic debate, we do not view them as being logically necessary distinctions between these three types. For example, a comparative advantage case could focus on the causes of past problems in order to document the relative superiority of the new proposal. Only those distinctions drawn from our own discussions are viewed as logically necessary and then only if these distinctions emanate from the same subjective perspective.

[5]Nobles (1978) suggests that the distinction between need and benefit can be represented schematically. Imagine a number line ranging from negative five to positive five, on which zero represents the turning point from the unsatisfactory to the satisfactory functioning of a policy. A need-plan case "is usually expected to progress from a minus to a plus" while a comparative advantage case "can be justified by any significant movement yielding a net plus, including a shift from minus five to minus four or from plus four to plus five" (p. 170).

[6]Lichtman and Roher (1970) have used Nobles schematic representation to point out that needs are not inherently more significant than are benefits. For instance, a move from negative two to positive one is less significant than a move from positive one to positive five. This criticism, however, does not change the nature of the distinction between the two. Parties to the argument will typically perceive needs as more significant than benefits. since they involve unacceptable situations that move into an acceptable state of affairs. Thus, the significance of a proposal is not a characteristic that differentiates a need from a benefit.

[7]Since case development, in the sense of specific case structure, is out of the awareness of participants, it is easier to argue for a proposal that creates benefits than it is to establish a need for changing the status quo or a rationale for reordering the priority of goals. In a goals criteria case, it is difficult to demonstrate the superiority of the new goals and simultaneously show that the proposal alters those goals. Moreover, the board is not a neutral third party who considers the merits of reordering current goals. Rather school boards hold biases toward the goals of the present system and are often opposed to any type of change, especially ones that modify the fundamental values or goals of the present system.

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Appendix A

"Flow Chart" for Reduction in Force

Message Category	Board Pre-Neg. Meeting	Actual Bargaining	Teacher Caucus 1	Board Caucus 1	Beeching & Robbins 1	T.C. 2	B.C. 2	B.C. 3	B. & R. 3
Proposal Development	Robbins: They want... a corporation wide senority policy... Gerald: Keep [the RIF] policy as is. Hootman: (Joke). Leave it as is. McFrye: I'de prefer to leave it as is.	Beeching: We are serious and firm in changing it to straight senority.	Beeching: R.I.F. we keep.	Robbins: Mr. Superintendant you are wrong... The teachers have a strong necessity [for] straight senority...You're going to have to give up your point system.	Beeching: We've got to do something about R.I.F. Beeching: We need to get rid of extracurricular activities as a criteria.	Beeching: We had an argument about R.I.F. Beeching: Gotta strike [coaching assignments] at the very least. Beeching: This is a case parallel to the dues thing. The same concept as they agreed to before. Beeching: It's important enough that we will hold it up.	Robbins: The union sees a problem... they want a "save harmless" clause... Robbins: It's not a smoke-screen, its an honest conviction. McFrye: My reaction is - take the words out and go on. Robbins: We need to probe...R.I.F.	Robbins: Beeching did not hit at all on R.I.F., except eliminate the words "coaching assignment ..."	Beeching: What about R.I.F. and the "save harmless" clause. Robbins: We made the assumption to let this go by. Beeching: So you decided not to push R.I.F. cause there are more important issues.
Harm	Robbins: [The teachers] believe the current contract is discriminatory. McFrye: I know there is a big concern for the recall list and layoffs.	Beeching: The men concur that Section 2B is clearly discriminatory... we're subjecting ourselves to a lawsuit. Beeching: [Straight senority] is the fairest...The teachers will accept being laid off straight senority.			Beeching: A title 9 violation could become a Title 7 violation. Beeching: If you don't agree to change this, the teachers want a waiver or disclaimer ...The Board must accept all the responsibility... the teachers feel strongly about this one.				
Inherency									
Solvency		Beeching: The board doesn't want to deal with what we have got - dangerous pitfall.					McFrye: It's a matter of philosophical principles versus pragmatics ...If I'm pressed ...the person who can coach is 40% hired before the interview. Robbins: If the coaching language is extracted, there would be no points for faculty retainment based on coaching. McFrye: If the choice is between coaching and non-coaching, the evlauation will be higher for the coach. It's the only way to have a coach in some jobs. The board implicitly agrees to the need-plan "fit."		
Disavantage	Hootman: This would really restrict the [administration's] flexibility. McFrye: In some ways the straight senority system would make our jobs easier...								
Evolutionary Movement	The board recognizes the teachers perceive a need; they see the presence of a comparative advantage case at best.	Teachers attempt to document that a need-plan case "fits."		The board representative becomes convinced a need-plan case fits the state of affairs.					

NOTE: The sessions are chronologically ordered; only those in which R.I.F. was discussed are included. Beeching = teacher's representative; Robbins = board's representative.

Appendix B

Case Analysis - Reduction in Force

Initial Teacher Proposal: Eliminate the "point system" as a means of determining layoffs during R.I.F. Determine layoffs completely on the basis of teacher seniority.

Final Negotiated Proposal: Eliminate coaching assignments as part of the criteria for acquiring "points" in the formula governing layoffs during R.I.F.

Final Case Structure: Need-Plan

I. The current contract language risks a discrimination lawsuit.

   A. The term "coaching duties" in the criteria for points is sexually discriminatory.

      1. The status quo determines layoffs and recalls based on a point system. The system gives points for coaching and extracurricular duties.

      2. Most coaching jobs employ male as opposed to female staff.

      3. Any system that gives more retention points to males is discriminatory, and violates Title 7 & 9 (Beeching, pp. 15,25,29).

   B. Sexually discriminatory language could result in a lawsuit (Beeching, pp. 15,25).

   C. Striking the language would avoid a lawsuit (Robbins, p. 31).

Points of Contention

1. The teachers and board disagree on the existence of a harm. The board does not believe the point system is discriminatory - nor that it violates Title 7 or 9. The teachers strongly believe the system is discriminatory - they ask for a waver, disclaimer, or save harmless clause to protect them from a potential lawsuit.

2. The teachers shift their proposal from a straight seniority system to eliminating extracurricular activities from the current point system. Striking "coaching duties" from the criteria does not implement a straight seniority system. The teachers agree the discrimination problem can be solved by striking the coaching duties phrase from the current language.

3. The administration presents one disadvantage (restricting administrative flexibility) to the original teachers proposal - but this argument is dropped even before the negotiated proposal emerges. The administration also discusses a workability argument to the negotiated proposal in their caucus, but never formally presents the argument.

Summary of Case Evolution: The teachers clearly believe that a need for change exists. The current language (section 2B) is discriminatory, and may provoke a lawsuit. The claim that the teachers perceive a real need for change is reinforced by their demand that the board sign a save harmless clause if the language is not struck from the contract (Beeching, p. 25). In the end the administration goes along with the teacher's modified proposal, though they fail to admit (at least verbally) that a need exists (McFrye, p. 31). There is some evidence the administratio initially views the case as comparitive advantage (McFrye, p. 6), but that the administration's bargainer eventually becomes convinced of the need for change (Robbins, p. 25).

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